

VA Form 26-6318c (Home Loan)
Jul 1977. Use optional.
Section 1810, Title 38 U.S.C.
Acceptable to Federal National
Mortgage Association.

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MARYLAND

DEED OF TRUST

THIS DEED, made this ²³19th day of November, 1980, by and between John Michael O'Connell and Maureen W. O'Connell, his wife, whose post-office address is 102 Summit Avenue, Thurmont, Maryland 21788

party of the first part, and Harry E. Chesman and/or James A. Taylor, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Colonial Mortgage Service Company whose post-office address is 7320 Old York Road, Philadelphia, Pennsylvania 19126

, a corporation organized and existing under the laws of State of Pennsylvania, in the principal sum of One Hundred Fifteen Thousand Seven Hundred and 00/100 Dollars (\$15,700.00) with interest from date at the rate of Thirteen per centum (13.0 %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of One Thousand Two Hundred Eighty and 80/100 Dollars (\$1,280.80), commencing on the first day of January, 1981, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December 2010. Borrower acknowledges that the sum so received from Lender under the Note secured by this Deed of Trust is, in whole or in part, the purchase money of the property secured hereby.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to parties of the first part in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of Frederick and State of Maryland, to wit:

BEING all that tract or parcel of land situate, lying and being on Summit Avenue in Thurmont, Frederick County, Maryland, and more particularly described as follows:

BEGINNING at an iron pipe on the south side of Woodland Avenue at the end of 15.0 feet on the fourth or South 56 degrees East 422.5 feet line described in a deed from Leonard R. Waesche and wife to Hugh A. C. Sylvester dated July 25, 1919 and recorded in Liber 328, folio 488, also at the end of the third line described in a deed from Laura C. Sylvester, unmarried, to Ernest P. Hammaker, and Edith M. Hammaker, his wife, dated November 28, 1951 and recorded in Liber 498, folio 150, and running thence by and with the outlines described in said deed from Leonard R. Waesche and wife two courses and distances, (1) by and with the south side of Woodland Avenue South 56 degrees East 407.5 feet to a monument, a corner of the adjoining Clark and Fraley Subdivision as shown on plat recorded in Plat Book #3, folio 50, thence by and with said subdivision (2) South 34 degrees

Continued on Schedule A together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;